

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2010

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Tri-Party Agreement with Acme Improvement District and Boys and Girls Clubs of Palm Beach County, Inc. for funding of the Wellington Boys and Girls Club facility.

Summary: This First Amendment to Agreement (R2008-1922) provides a revised Exhibit A (Project Description and Cost Estimate), a revised Exhibit B (Project Legal Description), and a twelve-month extension of the Project completion date from October 20, 2011 to October 20, 2012. The Amendment also includes project completion milestones and language now required in all Bond Agreements to address Inspector General requirements. Funding is from the 2002 Recreational and Cultural Bond in the amount of \$600,000, as previously budgeted. District 6 (PK)

Background and Justification: On October 21, 2008, the County entered into a Tri-Party Agreement with Acme Improvement District and Boys and Girls Clubs of Palm Beach County, Inc.(BGCPBC) to provide funding in an amount not-to-exceed \$600,000 to assist with the construction of the Wellington Boys and Girls Club facility.

The Village of Wellington and BGCPBC subsequently agreed that the proposed property leased from Acme Improvement District by BGCPBC was not the most favorable location for the new Wellington Boys and Girls Club facility. On February 9, 2010, a new long term lease was entered into with Acme Improvement District and BGCPBC for a property at 1190 Wellington Trace that will better serve the community's youth due to its location adjacent to Wellington's Safe Neighborhood office and its closer proximity to the residences of most of the children attending the club's after school programs.

The estimated construction cost for the facility remains at \$2,850,000, with the County providing \$600,000 and BGCPBC providing \$2,250,000 or greater to complete the Project; however, due to lower construction costs at the current time, the size of the new facility will increase by 2,170 square feet for a total facility square footage of 22,570 square feet. Project elements for the facility include the originally approved indoor basketball court, arts and crafts room, computer/homework station, multi-use room, senior lounge, science lab, and exercise room, but now also include approximately 46 parking spaces, two spaces for buses and vans, three outdoor basketball courts, an open space outdoor play area, and site work to include the demolition of two existing buildings currently existing on the new site.

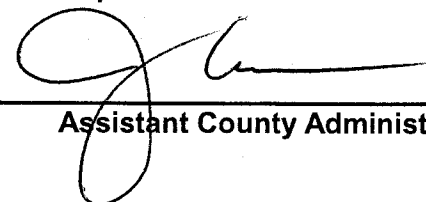
A revised Exhibit "A" (Project Description, Cost Estimate, and site plan) and Exhibit "B" (legal description) are attached. Also, language within the Amendment extends the time frame for twelve months to allow additional time for design and construction needed due to the change in Project location. Additionally, the Amendment includes required County language to address Inspector General requirements as well as internal project completion milestones to assure that Project construction remains on schedule.

The Amendment has been executed on behalf of Acme Improvement District and Boys and Girls Clubs of Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment:
First Amendment to Agreement

Recommended by: 
Department Director

10/20/10
Date

Approved by: 
Assistant County Administrator

10/27/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

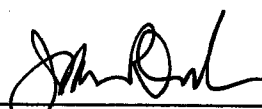
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no additional fiscal impact created by this Amendment. Agreement is encumbered with document # KPO 581 PRCP111308*0 (3020-581-P565-8201).

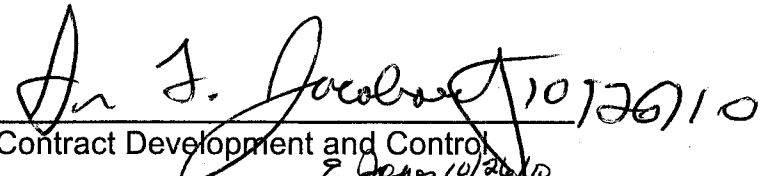
C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:




 OFMB



 Contract Development and Control
 E. Jones 10/26/10

B. Legal Sufficiency:



 Assistant County Attorney
 10/27/10

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

FIRST AMENDMENT TO AGREEMENT WITH ACME IMPROVEMENT DISTRICT AND BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC. FOR FUNDING OF THE WELLINGTON FACILITY CONSTRUCTION

THIS FIRST AMENDMENT TO AGREEMENT is entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", Acme Improvement, District, a dependent district of the Village of Wellington, hereinafter referred to as "DISTRICT", and Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, on October 21, 2008, COUNTY entered into an Agreement with DISTRICT and AGENCY (R-2008-1922) to provide funding in an amount not-to-exceed \$600,000 for construction of a new Wellington Boys and Girls Clubs Facility (the Project) to be completed on or before October 20, 2011; and

WHEREAS, AGENCY and the Village of Wellington agreed that the property located at the Civic Site of Wellington Countryplace leased from DISTRICT was not the most favorable location for the new Wellington Boys and Girls Club Facility; and

WHEREAS, AGENCY entered into a new long term lease with DISTRICT for property located at 1190 Wellington Trace that will better serve the community's youth; and

WHEREAS, AGENCY has provided revisions to "Exhibit A" including a revised Project Description and Cost Estimate for the facility to be built at the new site Project and a new "Exhibit B", which is the legal description for the new site; and

WHEREAS, AGENCY has requested that COUNTY extend the project completion date of the project for twelve months to allow additional time to design and construct the project, which is needed due to the change in the location of the Project; and

WHEREAS, amendments to Bond funding Agreements now contain required Project completion milestones in order to assure timely Project completion; and

WHEREAS, COUNTY is now required to include language in all funding Agreements or Amendments to Agreements to ensure that language relative to Inspector General requirements is provided; and

WHEREAS, COUNTY'S non-discrimination language has changed and the new language needs to be included in all Agreements or Amendments to Agreements; and

WHEREAS, both parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. The Project Description and Cost Estimate in "Exhibit A" within the Exhibits Section of the Agreement shall be replaced with the attached revised "Exhibit A" forms.
2. The Project Legal Description in "Exhibit B" within the Exhibits Section of the Agreement shall be replaced with the attached revised "Exhibit B" legal description; and
3. Sections 2.03 through 2.07 of the Agreement shall be deleted and the following Sections 2.03 through 2.07 shall be inserted:

"Section 2.03 AGENCY shall be responsible for completing engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than April 20, 2011.

Section 2.04 AGENCY shall award the bid for construction of the Project and commence Project construction no later than October 20, 2011. Prior to AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.05 AGENCY shall totally complete the Project and open same to the public for its intended use on or before October 20, 2012.

Section 2.06 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 as well as separate Status Reports at such times that design and construction milestones have been met during the design and construction of the Project. The Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative."

4. Section 5.01 of the Agreement shall be amended to delete the last line and to insert the following: "AGENCY AND DISTRICT shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, or sexual orientation or gender identity and expression with respect to use of the Project."

5. Article 6 of the Agreement shall be deleted and the following language shall be inserted:

"ARTICLE 6. ACCESS, AUDITS, AND INSPECTOR GENERAL

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

6. Article 8 of the Agreement shall be deleted and the following Article 8 shall be inserted:

"ARTICLE 8. TERMINATION FOR NON-COMPLIANCE

Upon occurrence of one or more of the following events set forth below, COUNTY may find AGENCY in non-compliance and shall use any and all rights and remedies to this Interlocal Agreement as indicated in Article 9 for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein:

1. Failure to complete engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than April 20, 2011.
2. Failure to award the bid for construction of the Project and commence Project construction no later than October 20, 2011.
3. Failure to totally complete the Project and open same to the public for its intended use by October 20, 2012.
4. Failure in the performance of any of the material terms and conditions as set forth herein."

7. Article 9 of the Agreement shall be deleted and the following Article 9 shall be inserted:

"ARTICLE 9. REMEDIES

In the event of any non-compliance by AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein."

8. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Burt Aaronson~~, Chair

WITNESSES:

Alice Machule
Rachel J. Calloni

ACME IMPROVEMENT DISTRICT

By: Darell Bowen
Name: (Type or Print)

President
Signature *[Signature]*

WITNESSES:

[Signature]
Joan J. Quinn

BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC. FEI/EIN # 23-7060561

By: MARY T. O'CONNOR
Name: (Type or Print)

President
Signature *Mary T. O'Connor*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
AGENCY Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Eric Call ~~Dennis L. Ehlman~~, Director
Parks and Recreation Department

Revised Project Description and Cost Estimate
Boys & Girls Club of Wellington Facility Construction

Project Description

- The Boys & Girls Club of Wellington facility is currently located at 3401 South Shore Boulevard, south of Pierson Road. In an effort to maximize the use of this facility, the Village, in conjunction with the Boys & Girls Club, plans to relocate the construction of the new clubhouse from the current site to the Little Blue Skate Park at 1190 Wellington Trace adjacent to the Village's Safe Neighborhood office. Most of the users of the club currently reside in the northern areas of the Village, along either side of the Forest Hill Boulevard corridor, and the relocation of the facility to this site will result in reduced need for transit of children. The new location will also allow more of the neighborhood children to attend programs and will allow for shared programs hosted by the Boys & Girls Club and the Safe Neighborhood office. The Village Council, representing Acme Improvement District, approved a new long-term lease agreement with the Palm Beach County Boys & Girls Clubs, Inc. for the property on February 9, 2010.

The proposed facility will consist of approximately 22,570 sq. ft., which is an increase of 2,170 square feet from the originally proposed facility. Construction of the new facility could begin as early as early 2011. Project elements inside the new facility include:

- an indoor full-size basketball court
- an arts and crafts room
- a computer/homework station
- a multi-use room
- a senior lounge; and
- a science lab
- exercise room

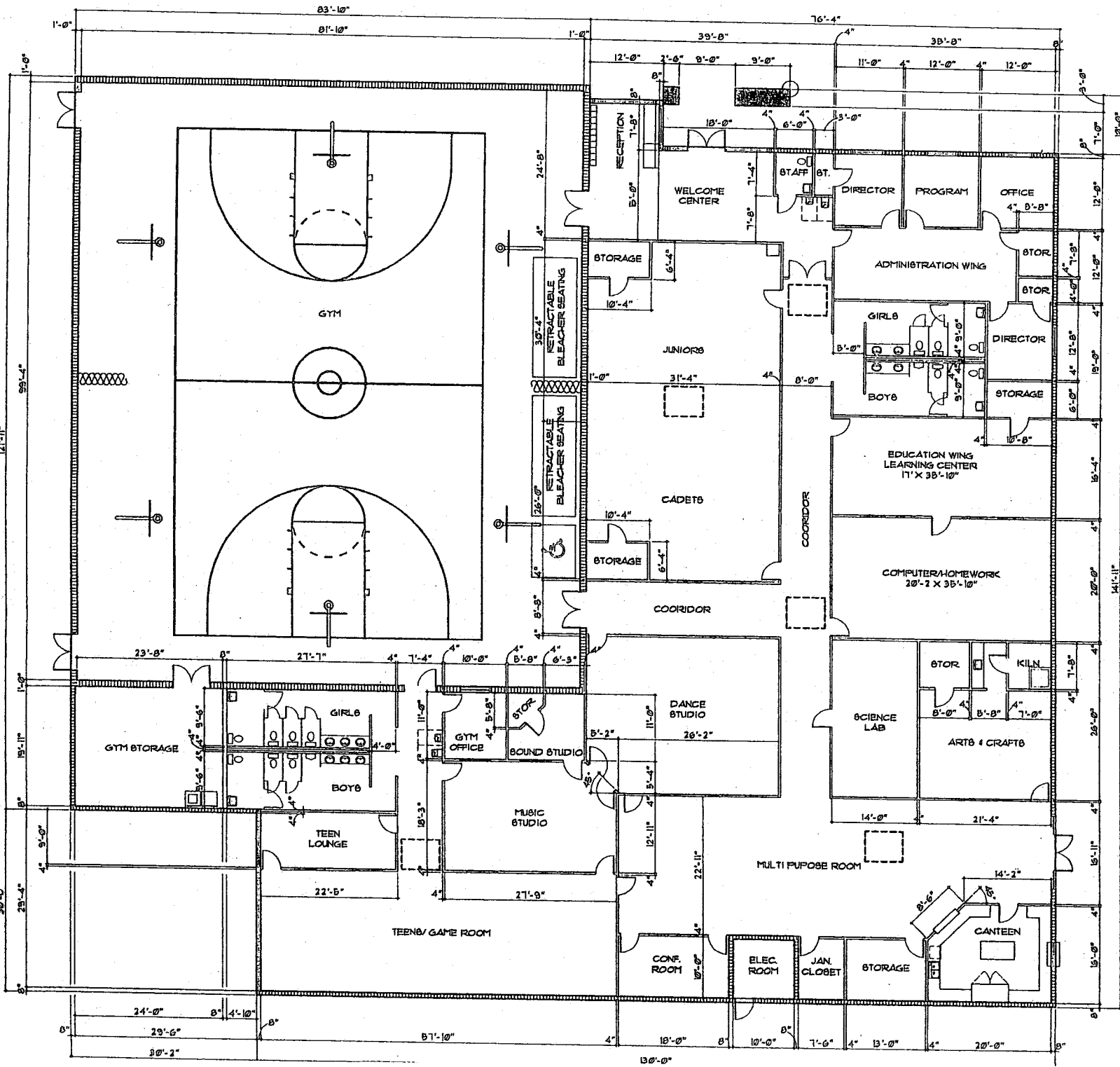
Outdoor project elements now include the construction of:

- approximately 46 parking spaces
- two spaces for both club buses and vans
- three outdoor basketball courts
- Open space children's play area
- Site work to include demolition of two existing buildings

Cost Estimate

- Based on the construction costs of the same facility in Riviera Beach, the cost estimate for site work, permitting and construction is \$2,850,000.

Exhibit A



O&A
OCAMPO & ASSOCIATI
 ARCHITECTURE INTERIOR PLANNING
 LICENSE NUMBER AAD001407
 400 W. GARDNER BLVD.
 MIAMI, FLORIDA 33135-3000
 Tel. 305-556-1111 Fax 305-556-1112

Registered Architect
 Paul Ocampo, Jr., AIA, R.C.A.S.D.

REGISTRATION HELD IN THE FOLLOWING STATES
 CALIFORNIA, FLORIDA, GEORGIA,
 ILLINOIS, IOWA, KANSAS, MISSISSIPPI,
 MISSOURI, NEBRASKA, NORTH CAROLINA,
 NORTH DAKOTA, SOUTH CAROLINA,
 TEXAS, VIRGINIA, WISCONSIN

DATE	NO.	REVISION

STATE OF FLORIDA
 I, , ARCHITECT
 DO hereby certify that the within and above described
 drawing was prepared by me or under my direct supervision and
 that I am a duly licensed architect in the State of Florida.
 My Commission Expires on
 My Commission No.

SEE CONTRACT DOCUMENTS FOR

**RIVIERA BEACH
 BOYS & GIRLS
 CLUB**

800 W. 15TH STREET
 RIVIERA BEACH, FL 33406
DRAWING IDENTIFICATION

**ARCHITECTURAL
 FLOOR PLAN**

JOB FILE NUMBER	I-00122	
CADD FILE NUMBER	W001-00122-FloorPlan.dwg	
DRAWN BY	DATE	CHECKED BY
DESIGNED BY	DATE	CHECKED BY
PERMIT	DATE	CO.

DWG: S:\well\wtrtps\dwg\wtrtps01.dwg
 PLOTS DATE: Jun 23, 2010 - 8:20am
 XREFS: wtrtps02.dwg
 IMAGES:

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 41 EAST, BEING A PORTION OF PARCEL 'A' OF THE PLAT OF EASTWOOD OF WELLINGTON, P.U.D., AS DESCRIBED IN PLAT BOOK 32, PAGES 90-91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELLINGTON TRACE (80' R/W) AT THE WESTERNMOST CORNER OF SAID PARCEL "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 52°15'11" EAST, A DISTANCE OF 65.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE NORTH 52°15'11" EAST, A DISTANCE OF 420.00 FEET TO A POINT HEREIN REFERENCED AS POINT "A"; THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 37°44'49" EAST, A DISTANCE OF 182.00 FEET; THENCE SOUTH 52°15'11" WEST, A DISTANCE OF 420.00 FEET; THENCE NORTH 37°44'49" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:


COMMENCING AT AFOREMENTIONED POINT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "A" SOUTH 52°15'11" WEST, A DISTANCE OF 81.40 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 37°44'49" EAST, A DISTANCE OF 81.00 FEET TO POINT OF BEGINNING "B"; THENCE CONTINUE SOUTH 37°44'49" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 52°15'11" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 37°44'49" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 52°15'11" EAST, A DISTANCE OF 70.00 FEET TO POINT OF BEGINNING "B".

CONTAINING 73,990 SQUARE FEET, OR 1.70 ACRES, MORE OR LESS.

NOT VALID WITHOUT
 ACCOMPANYING SKETCH
 SHEET 2 OF 2

NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF NORTH 52°15'11" EAST ALONG THE NORTHWESTERLY LINE OF PARCEL "A".



 MANUEL A. GUTIERREZ
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA CERTIFICATE NO. 4102

SHEET 1 OF 2
 SEC. 10, TWP. 44 S., RGE. 41 E.


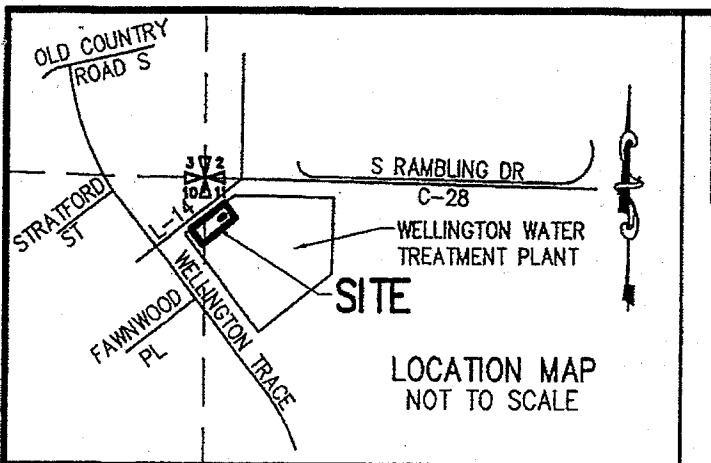
REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	LEASE AREA	SCALE: N/A
FIELD: -	 MOCK • ROOS ENGINEERS • SURVEYORS • PLANNERS		BOYS & GIRLS CLUB	DATE: 06/22/10
DRAWN: MAG			EASTWOOD OF WELLINGTON	P.A.NO. B0701.01
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		PLAT BOOK 32, PGS 90-91 WELLINGTON, FLORIDA	DR. NO. A-4585

Exhibit B

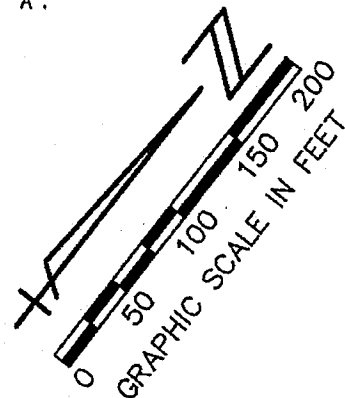


NOTES:

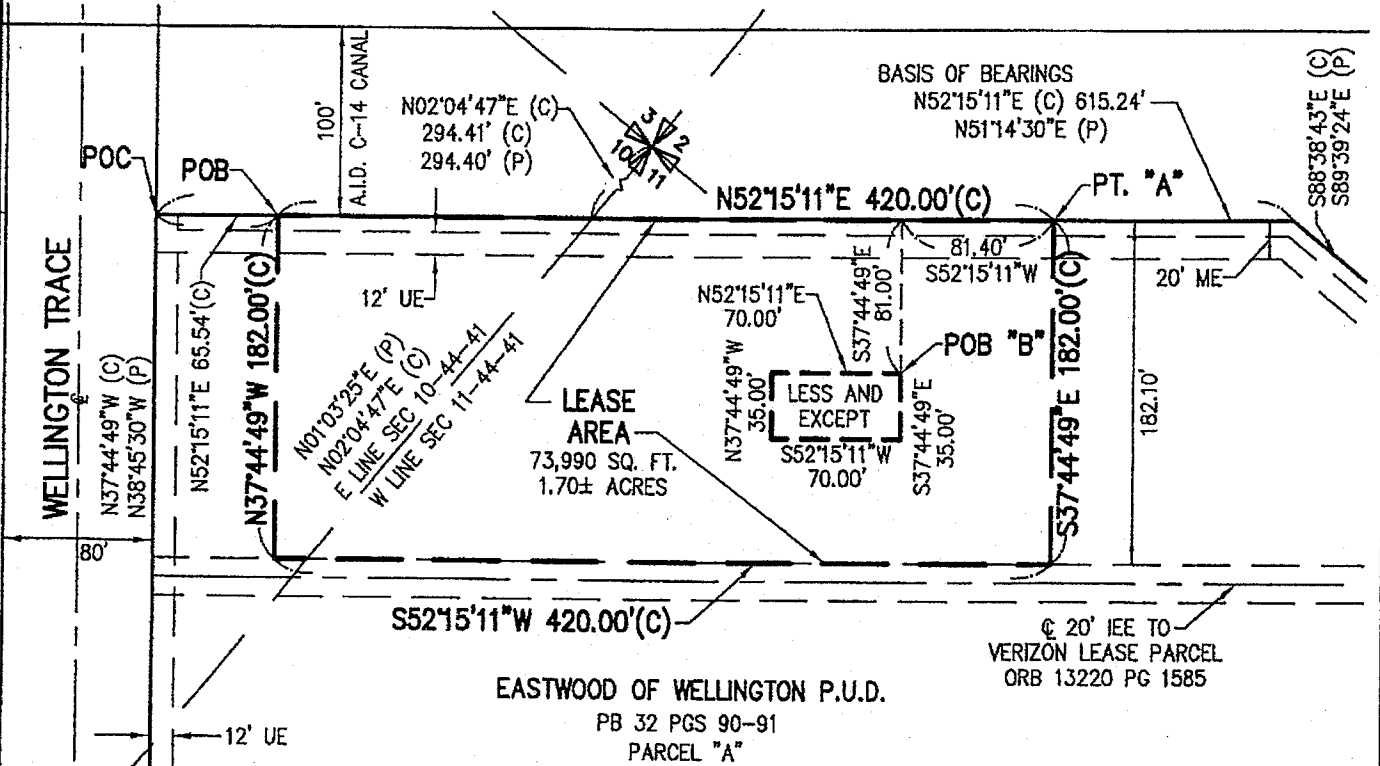
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4. BEARINGS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF NORTH 52°15'11" EAST ALONG THE NORTHWESTERLY LINE OF PARCEL "A".

LEGEND

- | | | | |
|--------|---------------------------|--------|-----------------------|
| A.I.D. | ACME IMPROVEMENT DISTRICT | (P) | PLAT |
| (C) | CALCULATED | PB | PLAT BOOK |
| ⊕ | CENTERLINE | POB | POINT OF BEGINNING |
| EOP | EDGE OF PAVEMENT | POC | POINT OF COMMENCEMENT |
| IEE | INGRESS & EGRESS EASEMENT | PT. | POINT |
| ME | MAINTENANCE EASEMENT (P) | SQ.FT. | SQUARE FEET |
| ORB | OFFICIAL RECORDS BOOK | UE | UTILITY EASEMENT (P) |
| PG(S) | PAGE(S) | | |



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XREFS: wrpsa02.dwg IMAGES:



SHEET 2 OF 2
SEC. 10, TWP. 44 S., RGE. 41 E.

REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	LEASE AREA	SCALE: 1"=100'
FIELD: -			BOYS & GIRLS CLUB	DATE: 06/22/10
DRAWN: MAG			EASTWOOD OF WELLINGTON	P.A.NO. B0701.01
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		PLAT BOOK 32, PGS 90-91	DR. NO. A-4585
			WELLINGTON, FLORIDA	

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2010

PRODUCER Phone: 212-344-2444 Fax: 212-509-1292
 Frank Crystal & Co., Inc.
 Financial Square
 32 Old Slip
 New York NY 10005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Boys & Girls Clubs of Palm Beach County
 800 Northpoint Pkwy Suite 204
 West Palm Beach FL 33407-1978

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Insurance C	23817
INSURER B: Markel Insurance Company	38970
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	8502CY3413980	7/1/2010	7/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Coll. Ded. \$1000	1021CY0058890	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	4602CY3413990	7/1/2010	7/1/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	017205941	4/1/2010	4/1/2011	Each Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's officers, employees, and agents are included as additional insured as granted by the insured's general liability policy.

CERTIFICATE HOLDER	CANCELLATION 30
Palm Beach County c/o Parks & Recreation Attn: Contract/Grant Coordinator 2700 Sixth Avenue South Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Frank Crystal & Co., Inc.</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **08/31/2010**

PRODUCER (305)822-7800 FAX (305)558-4294
 Collinsworth, Alter, Fowler & French LLC
 P. O. Box 9315
 Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Boys & Girls Clubs of Palm Beach County ,Inc.**
 800 Northpoint Parkway
 Suite 204
 West Palm Beach, FL 33407

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zenith Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Z070727501	05/19/2010	05/19/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
relationship: Funder

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
 c/o Parks & Recreation Department
 ATTN: Contract/Grant Coordinator
 2700 Sixth Avenue South
 Lake Worth, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris Morris/EDITH 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.